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Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

PLC5-407B

PUD 197
ONETA SQUARE
Deed of Dedication
and
Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:
WHEREAS, ONETA SQUARE, L.L.C., is the owner in fee simple title to the following described property in the City of Broken Arrow, Wagoner County, Oklahoma, to-wit:

A tract of land situated in the Southwest (SW/4) of Section 22, T-18-N, R-15-E, Wagoner County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at a point on the East line of the W/2 of the SW/4 of the SW/4, said point being 278.43 feet South and 660.50 feet East of the Northwest Corner of the S/2 of the N/2 of the SW/4 of the SW/4, said point also being the Southeast corner of Lot 1, Block 1, Oneta Road & SH 51 Center, thence N 01°15'14"W and along said East line a distance of 361.48 feet, to the Northernly right-of-way line of State Highway 51, thence N 68°18'15"W and along the Northernly right-of-way line of said Highway 51 a distance of 398.13 feet to the southerly corner of said Lot 1, Block 1, Oneta Road & SH 51 Center, thence N 01°15'14"W and parallel with the East line of the W/2 of SW/4 of SW/4 a distance of 206.42 feet, thence N 89°46'24"E and parallel with the North line of the S/2 of N/2 of SW/4 of SW/4 a distance of 366.61 feet to the point of beginning.

and has caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and have designated the same as "ONETA SQUARE", an addition to the City of Broken Arrow, Wagoner County, Oklahoma.

PROVIDED, throughout this Deed of Dedication and Statement of Restrictive Covenants, the following terms shall have the following meanings, unless the context clearly shall evidence otherwise:

1. "City" means the City of Broken Arrow, Oklahoma.
2. "Owner" or "Developer" means Oneta Square, L.L.C.
3. "Subdivision" or "Addition" means the subdivision, including lots and blocks and reserve areas, as shown on the attached Plat.
4. "Plat" means the attached plat.
5. "Lot" means one or more of the lots shown on the attached Plat.

SECTION 1. PUBLIC COVENANTS

A. STREETS AND UTILITY EASEMENTS

The undersigned Owner does hereby dedicate to the public use forever, all street rights-of-way as shown and designated on the Plat and does further dedicate to the public use forever the easements as shown and designated on the Plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown; provided however, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on the Plat, for the purposes of furnishing public water and/or sanitary sewer services to the area included in the Plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street rights-of-way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main; all ground level apertures, including valve boxes, fire hydrants and manholes, will be adjusted to the new grade by the owner or at the owner's expense. The Wagoner County Rural Water District No.4 or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities necessitated by the acts of the owner or his agents or contractors.

The Wagoner County Rural Water District No.4 or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on the Plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities. The foregoing covenants concerning water and sewer facilities shall be enforceable by the Wagoner County Rural Water District No.4 or its successors, and the owner of the lot agrees to be bound hereby.

C. LIMITS OF NO ACCESS

The Owner hereby relinquishes rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the Plat, except as may be hereafter be released, altered, or amended by the City and approved by the City Planning Commission or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City, or its successors, and the owner of each lot agrees to be bound hereby.

D. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the north, east and south boundary of the addition as shown on the Plat. Street light poles and standards shall be served by underground cable and elsewhere throughout the Addition.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Except for buildings on lots described in paragraph 1 above, which may be served from overhead electric service lines, underground service cables and natural gas service lines to all buildings located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot, provided that, upon that the installation of such a service cable or a natural gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the Plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or natural gas service facilities so installed by it.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

E. STORM SEWER

1. The City, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

3. The City, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of lot 1 will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

4. The foregoing covenants concerning the public storm sewer system shall be enforceable by the City, or its successor, and the owner of each lot agrees to be bound hereby.

5. The owner shall be responsible for the protection of the storm sewer located on lot 1 and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the Plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity, which would interfere with the storm sewer, shall be prohibited.

F. SURFACE DRAINAGE

1. Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements.

2. No property owner shall construct or permit to be constructed any surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City.

3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall not allow any construction activity which may interfere with such public water mains, valves, storm sewers, and/or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by any affected property owner and by the City.

H. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on such lot owner, in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

I. LAND USE

All construction shall be strictly according to the ordinances of the City.

SECTION 2. DEVELOPMENT STANDARDS

PUD 197 shall be developed in accordance with the City of Broken Arrow Zoning Ordinance and the development regulations of the CH (Commercial Heavy District), except as described herein.

A. DEVELOPMENT AREA A (COMMERCIAL-RETAIL-OFFICE USE)

LAND AREA:

Gross:	2.41 acres	104,979 square feet
Net:	2.41 acres	104,979 square feet

PERMITTED USES, As allowed in the CH (Commercial Heavy District) except that the following uses are prohibited:

Bait shops as listed under General Retail
Bar/Nightclub
Sexually Oriented Business'

MINIMUM FRONTAGE (per lot) on State Highway 51 398 feet

MAXIMUM BUILDING FLOOR AREA (using .50 FAR): 52,489 square feet

MAXIMUM BUILDING HEIGHT:
Two Story
(Two Story height may vary depending on type of finish.)

MINIMUM BUILDING SETBACKS

From the west boundary	35.0 feet
From the south boundary	50.0 feet
From the north boundary	18.0 feet
From the east boundary	18.0 feet